

Paid Time Off - Hourly Associates

Effective: April 4, 2018

Associates who maintain a healthy work-life balance are better able to provide extraordinary customer service. Walmart provides eligible associates with Paid Time Off (PTO) which provides time for you to use when you want or need to be away for vacations, holidays, or when you are ill or need to time away to take care of a personal issue.

The PTO program does not change or expand any terms or conditions of the Leave of Absence, Attendance or other policies.

This policy applies to all hourly associates who work for Walmart Inc., or one of its subsidiary companies, in the United States (Walmart), except for Drivers in Field Logistics, eCommerce associates, associates in Puerto Rico and the individual cities and states noted. (Click on the individual location for the applicable policy.)

Managers and supervisors should use the supplemental Paid Time Off – Hourly Associate Management Guidelines for additional guidance in administering the policy.

[Accruing PTO](#)

[Using PTO](#)

[Unused PTO](#)

[Status Change](#)

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State Specific Policies

Arizona	Nebraska
California	North Carolina
Chicago/Cook County, IL	North Dakota
Connecticut	Oregon
District of Columbia	Philadelphia, PA
Illinois	Rhode Island
Louisiana	Vermont
Maryland	Washington
Massachusetts	Wyoming
Minneapolis/St. Paul, MN	
Montgomery Co, MD	

Eligibility

If you are a regular, full-time or part-time hourly associate, you are eligible for PTO. Associates hired on a temporary basis are not eligible.

Accruing PTO

If you are an eligible hourly associate, you begin accruing PTO on your 90th day of employment and the time will be available to use immediately. If you are an eligible Vision Center Manager, you begin accruing PTO on your first day of employment and the time will be available to use immediately.

The amount of PTO you accrue depends on various factors, including your years of service with Walmart, your hourly status (full-time or part-time) and your service hours. Service hours are the number of hours actually worked by you as well as benefit hours such as bereavement pay, jury duty pay and paid time off. Service hours do not include unused PTO paid out to you at the end of the plan year or PTO paid out upon termination. Compensation received as an insurance payment, including payments received while on short-term disability, long-term disability or workers' compensation, does not count toward service hours.

The PTO plan year is February 1 through January 31. Your PTO accrual rate is based on the year of service you will celebrate during the plan year. If you reach a year of service with a higher accrual rate, your rate will adjust on the first day of the first full pay period in the plan year in which your anniversary occurs.

There is a maximum amount of PTO you may accrue during the plan year. If you reach your maximum, your accrual will stop until the next plan year.

As with other benefit hours and pay, PTO is not counted towards determining whether you have worked overtime hours (i.e. more than 40 hours per week) and is not used in calculating your overtime pay rate. Only actual hours worked are used to calculate your overtime pay.

For additional information about how you accrue PTO, refer to the attached chart.

Using PTO

When you request time off, you will have the option to use your available PTO.

You should request time off and use of PTO in advance whenever possible. When you cannot provide advanced notice, notify your manager of the reason for a work absence and the need for PTO as soon as possible. Use of PTO does not mean that your absence will be authorized under the attendance policy for your facility unless it qualifies as an authorized absence.

Reasons you may use PTO include but are not limited to:

- vacation
- holiday
- personal time or appointments
- to cover the seven calendar day waiting period before Short-Term Disability (STD) benefits begin
- during an unpaid leave of absence for which you are not eligible for STD
- if you or a family member are ill or injured
- due to an unexpected personal emergency
- for an intermittent leave of absence

You may request up to 12 hours of PTO for any day. However, your combined hours worked and PTO used in a workweek should generally not exceed 40 hours, unless you are scheduled to work more than 40 hours that week.

- If you are scheduled to work more than 40 hours in a workweek, your combined hours worked and PTO hours used should not exceed your scheduled hours for the week.
- You will be allowed to use PTO for unpaid scheduled hours missed due to a reason that is an authorized absence under your facility's Attendance and Punctuality Policy, even if the use exceeds the above-stated limit for combined PTO and worked hours in a workweek.

Note: Taking time away from work due to eligible medical conditions may be covered under the STD Plan which will require you to submit requests for a leave and STD with Sedgwick. You may use PTO during the one week waiting period for STD. You are not able to use PTO hours while you are collecting STD or Long-Term Disability (LTD) benefits. For more information on the STD process see the STD or LTD plan document.

PTO and Holidays

Holidays are included in your PTO. This provides you with the choice to be paid for the holidays that are most meaningful to you. If you wish to take off work on a holiday, request PTO following your facility procedures. PTO may be approved as permitted by business needs.

If your facility is closed on a holiday, PTO will be entered for your average hours worked per day over the 12 week period prior to the holiday. If you do not have sufficient time, the amount of PTO you have available will be applied and the remaining hours will be considered unpaid time. If you do not want to take PTO for the day the facility is closed, you may ask your manager to cancel or change the amount of PTO that has been scheduled. If you work in Logistics or Health and Wellness, PTO will not automatically be entered and you will follow the normal PTO request process.

Unused PTO

If you have unused PTO at the end of a plan year, you may carry over a certain amount of PTO hours to the next year:

- Full-time hourly associates may carry over up to 80 hours
- Part-time associates may carry over up to 48 hours

All additional unused PTO will be automatically paid on your paycheck for the pay period that includes January 31.

Status change

When your employment status (e.g., part-time, salaried, temporary, etc.) changes, your PTO will convert in accordance with the attached guidelines.

Rehired Associates

You will be treated as a new hire for purposes of accruing PTO.

Reinstated Associates

Reinstatement of an associate requires Human Resources to obtain advanced approval. When approval is received, your original hire date will be used for calculation and accrual of PTO. If your available PTO has not yet been paid out, it will be reinstated. Paid out PTO will not be reinstated. you will simply begin to accrue additional time.

Personal Time Balance

If you had accrued or available Personal Time on March 5, 2016, these hours are maintained separate from PTO. If you have no PTO available, you can use this time for any reason.

Personal Time is not payable upon termination unless required by state law.

Sick Time Balance

If you had accrued or available Sick Time (Illness Protection Pay) on March 5, 2016, these hours are maintained separate from PTO. If you have no PTO available for use, you may use Sick Time as follows:

- Full-time Associates: You may use up to 80 hours of your sick time per event when you are on an approved leave of absence for family care, extended family member care, or for any unpaid portion of a parental leave. (Family member will be defined according to the provisions in the leave of absence policy based on the type of leave you are taking.)
- Part-time Associates: You may use your sick time for your own illness or that of an immediate family member.

Immediate family member means your child, parent or spouse/partner.

Child means your biological, adopted or foster child, stepchild, legal ward or child for whom you have assumed the responsibility to provide day-to-day care and financial support, so long as the child is less than 18 years old or unable to care for themselves due to a disability. It includes the child of your spouse/partner.

Parent means your biological parent or the person who provided day-to-day care and financial support to you when you were a child. It includes the parent of your spouse/partner.

Spouse/partner means:

- Your spouse
- Your domestic partner (or "partner"), as long as you and your domestic partner:
 - Live together in an ongoing, exclusive and committed relationship similar to marriage and have been for at least twelve months and intend to continue sharing a household indefinitely
 - Are not married to each other or anyone else
 - Meet the age for marriage in your home state and are mentally competent to consent to contract
 - Are not related in a manner that would bar a legal marriage in the state in which you live
 - Are not in the relationship solely for the purpose of obtaining benefits coverage
- Any other person to whom you are joined in a legal relationship recognized as creating some or all of the rights of marriage in the state or country in which the relationship was created (also referred to as "partner")
- Spouse is as defined by state law.

Sick Time is not payable upon termination.

PTO at Termination of Employment

Upon termination, your accrued and unused PTO will be paid out, provided you have been with Walmart for at least one year.

Unless required by state law, associates with less than one year of service will not receive a payout at termination.

For more information

If you have questions or need further guidance, please contact your HR representative.

This information does not create an express or implied contract of employment or any other contractual commitment. Walmart may modify this information at its sole discretion without notice, at any time, consistent with applicable law. Employment with Walmart is on an at-will basis, which means that either Walmart or the associate is free to terminate the employment relationship at any time for any or no reason, consistent with applicable law.

Last Modified: April 4, 2018

Tab 6

WELCOME TO WALMART

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

- CHECKLIST -

EMPLOYMENT PAPERWORK

- ☒ Associate Information Form
- ☒ Alcohol and Drug Free Workplace Policy
- ☒ EEO Information Form
- ☒ W-4 Form/Document (completed online)
- ☒ Employment Eligibility Form: I-9 (if applicable)
- ☒ WOTC Screening (completed online)
- ☒ Minor School Information (if applicable)
- ☒ State Tax Credit Form (if applicable)
- ☒ Other State Specific Forms (if applicable)

WELCOME

Meet the Management Team

- ☒ My Walmart Story from the Personnel Coordinator & Store Manager
- ☒ Meet the Management
- ☒ We Care Message
- ☒ Expectations & Open Door

Vest and Badge Ceremony

- ☒ Presented Vest & Badge
- ☒ Learn the Walmart Cheer

Store Tour

- ☒ The Backroom
- ☒ Pick-Up Area
- ☒ Entertainment
- ☒ Salesfloor
- ☒ Pharmacy
- ☒ Auto Care Center
- ☒ Hardware & Sporting Goods
- ☒ Grocery
- ☒ Front End

ORIENTATION

Who We Are

- ☒ Our Purpose
- ☒ Core Values & Behaviors

Customer Service

- ☒ 10 Foot Rule
- ☒ Customer Service Model (Greet, Help, Thank)

My First Five Days

- ☒ Job Function & Compliance Training (Pathway or GLMS)
- ☒ Dress Code
- ☒ Clothing, Shoes, & Vest
- ☒ Scheduling
 - Based on customer and your availability
 - Rest break and meal periods

- ☒ How to use the Time Clock
- ☒ Attendance, Punctuality, & Occurrence
 - How to report an absence
 - When you should call in
 - Understanding occurrences
- ☒ Pay Day & Paid Time Off
 - Receiving and viewing your paycheck
- ☒ Safety & Security
 - Emergency Codes
 - Managing a Spill
 - Team Lift
 - Security Awareness (AP-09)

My First 90 Days

- ☒ Retail Training (Pathways)
- ☒ Benefits (Life-Long Learning, Insurance, Discount Card)

TOUCHPOINTS / FOLLOW-UP

- ☒ 14 Day - Asset Protection Tour (People, Merchandise, Facility)
- ☒ 30 Day - Store Manager Follow-Up (Ethics, Labor, Career Discussion)

Tab 7



Open Door Communications Policy

Updated: August 10, 2012

At Walmart, our open door philosophy is an integral part of our culture, reflecting a tradition of open communication and a culture of listening to our associates. We encourage and expect all associates to actively participate in making the company a better place to work and shop. The open door process offers each associate an opportunity to bring suggestions, observations, or concerns to the attention of any supervisor or manager without fear of retaliation. We also welcome early identification of opportunities and challenges and mutual resolution of complaints.

This policy applies to all associates who work for Walmart Stores, Inc., or one of its subsidiary companies in the United States (Walmart).

Managers and supervisors should utilize the supplemental Open Door Communications Management Guidelines for additional guidance in administering this policy.

Open door communications

Initiating an open door conversation

Pay for open door activities

Open door communication review

Confidentiality

Open door communications

We encourage associates to use the open door process for open discussions on all matters related to the company and expect associates to treat everyone participating in the process with dignity and respect. Anything related to Walmart is a fair subject to raise in an open door communication, including your ideas, suggestions and concerns. We encourage you to discuss ways to improve customer service and accomplish other operating efficiencies.

While we cannot promise that your views or opinions will always prevail, the open door process ensures that you will always be heard. We will consider your views and opinions along with the views and opinions of other associates in making decisions that will improve the workplace and the company.

Initiating an open door conversation

You are encouraged to give your immediate supervisor the first opportunity to listen to, address, and resolve ideas, suggestions, or concerns. If you have a concern about your supervisor or if you believe your supervisor has not satisfactorily addressed or resolved an idea, suggestion, or concern, you may contact your next level of supervision.

If you want to have an open door discussion with a supervisor or manager from another work location, we encourage you to call or send an e-mail. You must obtain permission from a salaried member of management before traveling to another work location during your work hours for open door activities.

If you have a concern or problem related to the Statement of Ethics, you can also call the Global Ethics Office at 1-800-WMETHIC (1-800-963-8442) or e-mail Ethics@Walmart.com or Compliance@Walmart.com.

Pay for open door activities

If you are a current associate, we strongly encourage you to use the open door during your normal work hours. You will receive compensation for any time you spend on open door activities that occur during your work shift. You will not be compensated for open door activities conducted outside of your working hours, including participation in face to face communication, telephone calls, writing letters or e-mails, preparing other written documents or traveling regarding an open door, unless your supervisor, manager or other member of management expressly directs or authorizes you to engage in open door activities outside your normal work hours.

Open door communication review

Walmart takes all open door communications seriously. We will investigate any complaints or concerns you raise promptly and thoroughly, and will follow up with you on a periodic basis until resolution is obtained and communicated.

It is important for you to cooperate with the individual who reviews your concern and provide accurate information to the best of your knowledge.

During our review and after the review is complete, we may take appropriate action, including suspension and discipline of associates consistent with other company policies.

Retaliation for initiating an open door communication or cooperating in a review relating to any open door communication is strictly prohibited. Any associate who retaliates against another associate for initiating or cooperating in an open door review will be subject to disciplinary action, up to and including termination.

Confidentiality

Walmart will treat concerns, comments and complaints raised through the open door with confidentiality and respect. Those managers involved in reviewing the matter **may not** disclose any specific information to anyone not directly involved in resolving the concern. We will advise or consult only with those who have a need to know about the situation, including witnesses who may have knowledge of the circumstances surrounding the concern and who may be interviewed as a part of the review.

For more information

If you have questions or need further guidance, please contact your HR representative. Additionally, our Guiding Principles may assist you in determining the best course of action if there is no policy providing specific direction for your situation.

This information does not create an express or implied contract of employment or any other contractual commitment. Walmart may modify this information at its sole discretion without notice, at any time, consistent with applicable law. Employment with Walmart is on an at-will basis, which means that either Walmart or the associate is free to terminate the employment relationship at any time for any or no reason, consistent with applicable law.

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Last Modified: February 1, 2011

Tab 8

Coaching By Walking Around

Q. What is Coaching By Walking Around (CBWA)?

A. CBWA is when our managers walk through their facility or department everyday just to visit with associates and get a feel for how things are going. CBWA is the largest element of informal communication here at Wal-Mart.

Our managers genuinely care about and are interested in our associates. When a manager creates the opportunity to have a relaxed, comfortable, and informal time for sharing information – that is what we call CBWA.

Sometimes your manager will act as a resource while walking around. Your manager may also just take advantage of the opportunity to let you know what a good job you are doing, or learn more about your family and interests. This coaching technique gives you an opportunity for face-to-face contact with your Servant Leaders. Your managers may not have an opportunity to talk to everyone everyday, but you can expect to see them often.

Tab 9



(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)

ENCOUNTER DATE: (b) (6), (b) (7)(C) 2018 8:50AM

PATIENT: (b) (6), (b) (7)(C)

MRN: [REDACTED]
DOB: [REDACTED]

Impression

Medical Excuse/Certificate for Return: (b) (6), (b) (7)(C) was examined in clinic today for an illness/injury. (b) (6), (b) (7)(C) has been absent for this reason, has the following activity restrictions: PATIENT HAS TO REMAIN IN BOOT FOR THE NEXT 3 WEEKS. Patient may return to work on (b) (6), (b) (7)(C) 2018.

(b) (6), (b) (7)(C)

Tab 10



(b) (6), (b) (7)(C)

☒ MEDICAL CERTIFICATE FOR RETURN TO
☐ WORK ☐ SCHOOL ☐ OTHER _____

(b) (6), (b) (7)(C)

Patient's Name _____ DOB ____/____/____ Patient's MR# _____

Date of Accident/Hospitalization/Operation/Onset of Illness: _____

Brief description of patient's condition causing absence: _____

Light Duty. X 3 weeks

Patient may return on: _____

With ☐ No Restrictions

☒ Restrictions as follows: Light duty, can't be on foot for more than 3 hours.

Activity restricted until (Date): _____ Date of next visit: _____

Comments: _____

(b) (6), (b) (7)(C)

Provider Signature _____

(b) (6), (b) (7)(C)

Date _____ 18

(b) (6), (b) (7)(C)

Tab 11

Attendance Tracking System
History Summary Report for 223837526
For: (b) (6), (b) (7)(C) /2017 - (b) (6), (b) (7)(C) /2018

Run Date: (b) (6), (b) (7)(C) /2018 16:53

Associate: 223837528
Start Date: 10/01/2017
End Date: 04/04/2018
View Selection: History Summary plus activity details
Occurrence Selection: All Exception Types

Total Active Occurrences for Associate: HODGE, KAREN L										3.5		
Facility: 03731												
WIN	Associate Name	Team	Exception Type	Exception Date	Facility at Time of Exception	Occurrence	Currently Active Yes/No	Date Occurrence is Inactive	Occurrence Activity	Modified Date	Modified By	
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	03731-27-098	AT_WORKED_NOT_SCHED	(b) (6), (b) (7)(C) 2017	03731	0.0	N/A	(b) (6), (b) (7)(C) 2018				
		03731-27-098	AT_WORKED_NOT_SCHED	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_WORKED_NOT_SCHED	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_WORKED_NOT_SCHED	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_WORKED_NOT_SCHED	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_WORKED_NOT_SCHED	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_WORKED_NOT_SCHED	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_WORKED_NOT_SCHED	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_WORKED_NOT_SCHED	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_WORKED_NOT_SCHED	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_WORKED_NOT_SCHED	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_EXTENDED_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_EXTENDED_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_LATE_IN	2017	03731	0.5	Yes	2018	Unauthorized	(b) (6), (b) (7)(C) /2017	(b) (6), (b) (7)(C)	
		03731-27-098	AT_EARLY_IN	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_EXTENDED_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_ABSENT	2017	03731	1.0	Yes	2018	Unauthorized	(b) (6), (b) (7)(C) /2017	(b) (6), (b) (7)(C)	
		03731-27-098	AT_EXTENDED_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_EARLY_IN	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_EXTENDED_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_EXTENDED_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_EXTENDED_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_EARLY_IN	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_EXTENDED_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_EXTENDED_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_EXTENDED_LATE_OUT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_ABSENT_EARLY_OUT	2017	03731	1.0	Yes	2018	Unauthorized	(b) (6), (b) (7)(C) /2017	(b) (6), (b) (7)(C)	
		03731-27-098	AT_INC_SHIFT	2017	03731	0.0	N/A	2018				
		03731-27-098	AT_ABSENT	2017	03731	1.0	Yes	2018	Unauthorized	(b) (6), (b) (7)(C) /2017	(b) (6), (b) (7)(C)	
		03731-27-098	AT_LATE_OUT	2018	03731	0.0	N/A	2018				
		03731-27-098	AT_EXTENDED_LATE_OUT	2018	03731	0.0	N/A	2018				
		03731-27-098	AT_EXTENDED_LATE_OUT	2018	03731	0.0	N/A	2018				
		03731-27-098	AT_LATE_IN	2018	03731	0.0	No	2018	Prior approval from manager - authorized	(b) (6), (b) (7)(C) /2017	(b) (6), (b) (7)(C)	
									Unauthorized	(b) (6), (b) (7)(C) /2017	(b) (6), (b) (7)(C)	
03731-27-098	AT_ABSENT_EARLY_OUT	2018	03731	0.0	No	2018	Prior approval from manager	(b) (6), (b) (7)(C) /2017	(b) (6), (b) (7)(C)			
03731-27-098	AT_ABSENT_EARLY_OUT	2018	03731	0.0	No	2018	Prior approval from manager	(b) (6), (b) (7)(C) /2017	(b) (6), (b) (7)(C)			
03731-27-098	AT_INC_SHIFT	2018	03731	0.0	N/A	2018						
03731-27-098	AT_ABSENT	2018	03731	0.0	No	2018	Leave of absence - LOA	(b) (6), (b) (7)(C) /2017	(b) (6), (b) (7)(C)			
03731-27-098	AT_ABSENT	2018	03731	0.0	No	2018	Leave of absence - LOA	(b) (6), (b) (7)(C) /2017	(b) (6), (b) (7)(C)			
03731-27-098	AT_ABSENT	2018	03731	0.0	No	2018	Leave of absence - LOA	(b) (6), (b) (7)(C) /2017	(b) (6), (b) (7)(C)			
03731-27-098	AT_ABSENT	2018	03731	0.0	No	2018	Leave of absence - LOA	(b) (6), (b) (7)(C) /2017	(b) (6), (b) (7)(C)			

WIN	Associate Name	Team	Exception Type	Exception Date	Facility at Time of Exception	Occurrence	Currently Active Yes/No	Date Occurrence is Inactive	Occurrence Activity	Modified Date	Modified By
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	03731-27-098	AT_LATE_OUT	(b) (6), (b) (7)(C) 2018	03731	0.0	N/A	(b) (6), (b) (7)(C) 2018			
		03731-01-990	AT_EXTENDED_LATE_OUT	2018	03731	0.0	N/A	2018			
		03731-01-990	AT_EXTENDED_LATE_OUT	2018	03731	0.0	N/A	2018			
		03731-01-990	AT_LATE_OUT	2018	03731	0.0	N/A	2018			
		03731-01-990	AT_LATE_OUT	2018	03731	0.0	N/A	2018			
		03731-01-990	AT_EXTENDED_LATE_OUT	2018	03731	0.0	N/A	2018			
		03731-01-990	AT_LATE_IN	2018	03731	0.0	No	2018			
		03731-01-990	AT_LATE_OUT	2018	03731	0.0	N/A	2018			
		03731-01-990	AT_LATE_OUT	2018	03731	0.0	N/A	2018			
		03731-01-990	AT_EARLY_OUT	2018	03731	0.0	No	2018			
Total Active Occurrences for Associate: (b) (6), (b) (7)(C)						3.5					

All Material Wal-Mart Stores Inc. Confidential/Sensitive Information.

History Summary Report for 223837528

Tab 12



460 NM HWY 528
Bernalillo NM 87004
505-771-4867
505-771-4876
www.walmart.com

(b) (6), (b) (7)(C)

2018

To Whom it may Concern,

This letter is to inform you that (b) (6), (b) (7)(C) a (b) (6), (b) (7)(C) associate at Walmart 3731 in Bernalillo, NM, is on a personal/medical continuous leave of absence beginning (b) (6), (b) (7)(C) 2018, until fully released with no restrictions.

If you have any questions, you may contact us at (b) (6), (b) (7)(C)

Sincerely,

(b) (6), (b) (7)(C)

Walmart Stores, Inc.

Tab 13



Up to Date as of (b) (6), (b) (7)(C) /18

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

ENCOUNTER DATE: (b) (6), (b) (7)(C) 2018 10:30AM

PATIENT: (b) (6), (b) (7)(C)

MRN:

DOB:

Impression

Medical Excuse/Certificate for Return: (b) (6), (b) (7)(C) has been examined today and found to be in good health, has no activity restrictions at this time.

(b) (6), (b) (7)(C)

Case #

Printed: (b) (6), (b) (7)(C) 2018

(b) (6), (b) (7)(C)

Tab 14

Job Offer - Hourly

SSN# [REDACTED] First Name (b) (6), (b) (7)(C) [REDACTED] MI (b) (6), (b) (7)(C) [REDACTED] Last Name (b) (6), (b) (7)(C) [REDACTED]

Requisition # [REDACTED] Facility 01-03731 City BERNALILLO State NM

Job Information: 1 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
 Division # Department # Job Code Job Title

		Position Status	(b) (6), (b) (7)(C)
Current Pay Structure	4 Level	New pay Structure	4 Level
Current Position Equivalency	3	New Position Equivalency	3
Current Pay Grade	A	New Pay Grade	3
Current Pay Rate	\$10.00	New Base Pay	\$10.00
		Base Pay Rate	\$10.00
		New Additional Pay	\$0.00
		New Pay Rate	\$10.00
		Position Start Date	02/03/2018
		Movement Type	LATERAL

Summarized within are some of the benefits for which you are eligible as an Associate. Items referenced in this document may be subject to change if the governing policy, plan, process and/or practice changes after the employment effective date.

Your schedule and number of hours scheduled will be determined by your availability and the needs of the business.

Note: Your rate of pay is determined by the position equivalency and the job code of the position offered. If in the future, if you move to another position (whether voluntary or involuntary), the new rate of pay will be determined by the position equivalency and job code of the new position. Overnight differentials and market differentials are determined by job code, and therefore will be added or removed from the total rate of pay when applicable. Seasonal differentials are a temporary increase to base pay, and only extend through an eligible time period or to eligible positions as the business defines. The seasonal differential amount will be removed from base pay at the end of the time period, if an associate moves to an ineligible position or location, or as business needs dictate.

The rate of pay provided has been calculated in accordance with the Field Hourly Associate Pay Plan in effect at the time this Job Offer was created. The Field Hourly Associate Pay Plan is subject to revision at any time. Therefore, rate of pay may be modified prior to the effective date of this Job Offer. Refer to the Field Hourly Associate Pay Plan on The WIRE for additional information regarding rate of pay.

By accepting this offer:

- Position equivalency positions and above will be removed from your Current Career Interests and placed in your Future Career Goals.
- Positions lower than a position equivalency will be removed.

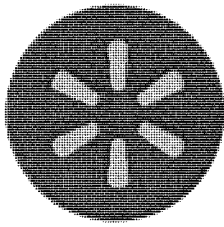
Updating Your Career Preferences:

- You may update your Future Career Goals anytime.
- You may update your Current Career Interests when you meet the minimum qualifications for position equivalency positions and above.
- You may update your Current Career Interests with positions less than a position equivalency at anytime and minimum qualifications will not apply.

Contingencies Applicable to this Job Offer:

Neither the offer of this position nor the Job Description relating to this position creates an express or implied contract of employment or any other contractual commitment. Wal-Mart may modify this position, including, but not limited to, the duties, schedule, or pay rate for this position, or modify this job description, at its sole discretion, without notice, at any time consistent with applicable law. The name of your employer is Walmart, Inc.; Address: 702 S.W. 8th Street, Bentonville, AR; Phone: 479-273-4000.

Tab 15



Greet. Help. Thank.

Create a friendly, helpful atmosphere for all your customers and associates.

Overview

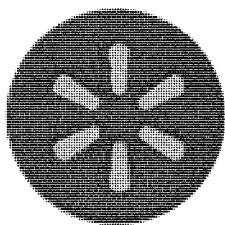
Greet. Help. Thank. is the foundation of our customer service. Using the Greet. Help. Thank. model, we create a place customers want to shop, feel appreciated and return for additional shopping. The G.H.T. training and tools are focused to drive increases in Friendly scores within the overall CFF goals which help determine your MyShare bonus. The friendlier you are, the bigger your bonus could be!

- G.H. T. Tools:
 - Welcome to Walmart Training
 - Pathways
 - Service Training
 - Secret Shoppers
 - Store Observation Tool
 - Happy to Help Voucher (coming Nov 2017)

A new Happy to Help page launches week 30 to provide quick access to the variety of tools found in Happy to Help Kits as well as links to CFF and Greet. Help. Thank reports. This page will also provide kit tracking information, reorder information, past Happy to Help TV episodes and Happy to Help stories. Find it on the Homepage of the WIRE or by searching Happy to Help.



[illegible]



Greet. Help. Thank.

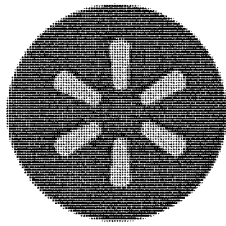
Create a friendly, helpful atmosphere for all your customers and associates.

Secret Shoppers

Secret Shoppers will visit all stores twice a month and provide feedback on friendly and helpful associates. Reporting will be provided as part of your **store's CFF report** and update twice a month after each visit. Secret Shoppers will visit during various shifts and interact with or observe 6 associates throughout the store on each visit. Just like your customers shop various times of the day, Secret Shoppers will visit during any shift – morning, afternoon and night.

Greet. Help. Thank. should be used in every customer interaction. Below are examples of what secret shoppers will be looking for as they visit your store.

	Do:	Say:
Greet	Make eye contact. Always use the 10-Foot Rule!	"Hello!" "Hi!" "Good morning!" "Good afternoon"
Help	Ask customers how you can help and improve their shopping experience. Always walk them to the product or section they are looking for.	"How can I help you today?" "What can I help you find today?" "What are you looking for today?"
Thank	Always thank customers for shopping with us	"Thank you for shopping at Walmart!" If a customer thanks you, say "Happy to Help!"

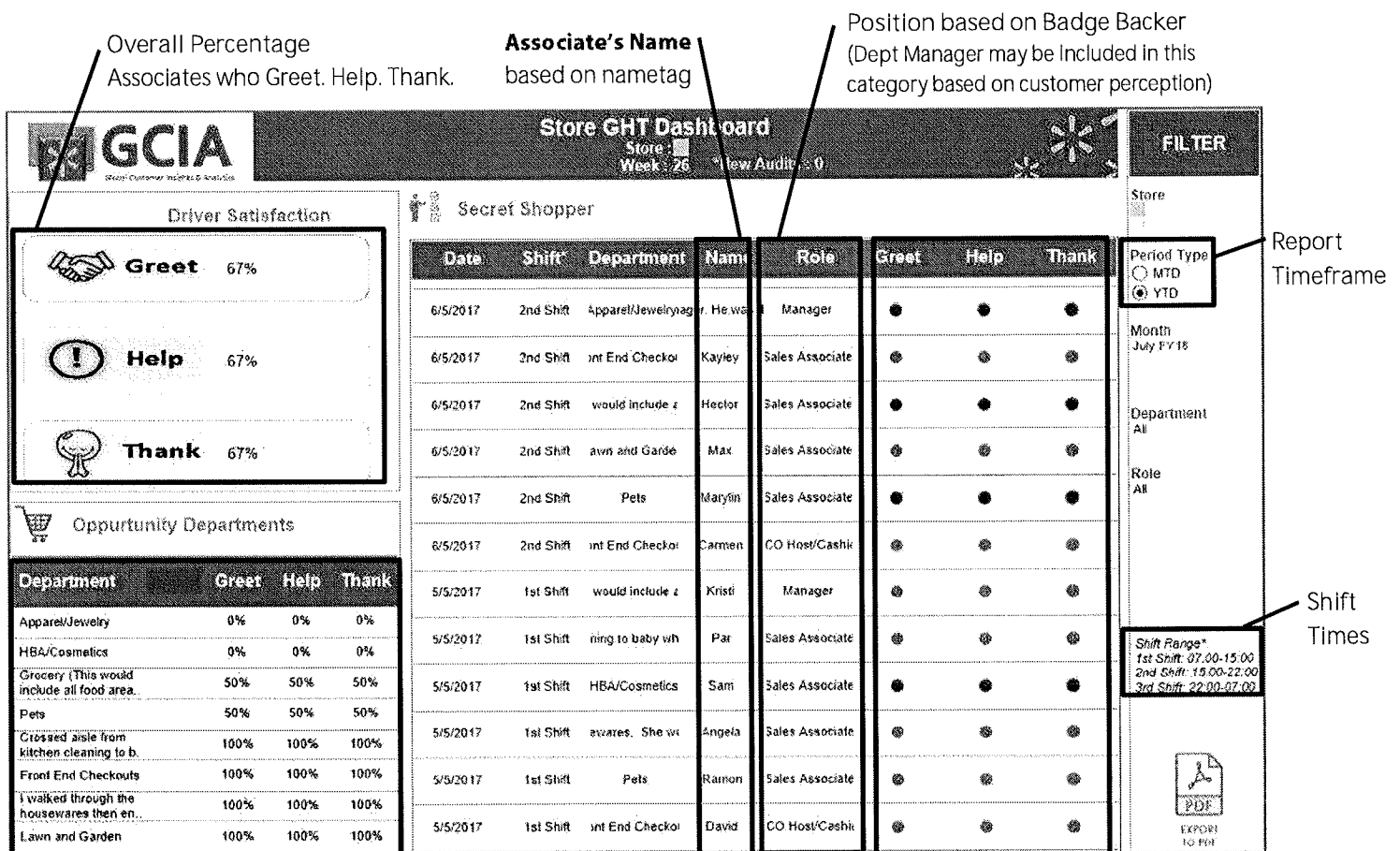


Greet. Help. Thank.

Create a friendly, helpful atmosphere for all your customers and associates.

Reporting Overview

The Greet. Help. Thank. report provides visibility into the areas of the store that are positively or negatively impacting your stores Friendly score.



Tab 16

Coaching for Improvement

Updated: March 1, 2016

At Walmart, we believe that by communicating expectations to associates, we empower you to perform your job well and to take charge of your own personal and professional growth. We communicate our expectations regarding your job performance and conduct through company policies, associate training, evaluations and communication with associates.

Coaching for improvement is a tool we use to provide instruction and assistance to you if:

- your job performance fails to meet the reasonable expectations and standards for all associates in the same or a similar position
- your conduct violates a company policy; or
- your conduct interferes or creates a risk of interfering with the safe, orderly and efficient operation of our business.

This approach provides you with an opportunity to identify, acknowledge and change unacceptable job performance or conduct and enables us to retain associates who demonstrate the interest, ability and desire to be successful.

This policy applies to all associates except those who work in Field Logistics. Special considerations apply to associates employed less than 90 days and Home Office temporary associates.

Managers and supervisors should use the supplemental Coaching for Improvement Guide, available in the Resource section of the Online Coaching for Improvement system, for additional guidance in administering this policy.

First Written coaching
Second Written coaching
Third Written coaching
Active coaching period
Investigations and appropriate action
Termination

Coaching for improvement

You may receive only one of each level of coaching in any 12-month period. If a subsequent coaching is warranted, you will receive a higher level of coaching. Your supervisor or manager will determine the appropriate level of coaching to use depending on the individual circumstances of the situation. You should be aware that levels of coaching may be skipped, depending upon the determination by your supervisor or manager of the appropriate level of coaching for the particular situation. You may not be eligible for promotion or transfer if you have an active (within 12 months) Second or Third Written level of coaching. Refer to the Job Transfers and Postings Policy for the eligibility guidelines for your division.

First Written coaching

Your supervisor or manager may use a First Written level of coaching to notify you that your job performance or conduct does not meet our expectations and to communicate what you need to do to correct the performance or conduct issue.

Second Written coaching

Your supervisor or manager may use a Second Written level of coaching to notify you that your job performance or conduct does not meet our expectations when you have failed to correct a job performance or conduct issue despite a prior First Written level of coaching, or if the job performance or conduct warrants a higher level of coaching. You will be required to submit a plan of action outlining how you will improve your conduct and/or performance.

Third Written coaching

Your supervisor or manager may use a Third Written level of coaching to notify you that your job performance or conduct does not meet our expectations when you have failed to correct a job performance or conduct issue despite a prior First and/or Second Written level of coaching, or if the job performance or conduct warrants a higher level of coaching.

If you receive a Third Written level of coaching, your supervisor or manager will meet with you to discuss the unacceptable job performance or conduct at issue and explain the improvements that you must make and/or the actions that will be taken in light of the unacceptable job performance or conduct at issue. You will be required to submit a plan of action outlining how you will improve your conduct and/or performance. Your manager will provide you sufficient time during your regularly scheduled shift to develop your plan and will then meet with you to review the plan, discuss your decision regarding making the required improvements, and take appropriate action based on your decision.

If you fail to submit an acceptable plan of action for a Second or Third Written level of coaching, you may be subject to further disciplinary action up to and including immediate termination.

If your unacceptable job performance or conduct warrants a level of coaching and you have already received a Third Written level of coaching within the previous 12 months, you will be subject to termination.

Associates employed less than 90 days and Home Office temporary associates

Resources

Managers can access the Online Coaching for Improvement Guide in the Resource section of the Online Coaching System. The system is available on the WIRE by following the path below.

Online Coaching System -
Knowledge Center > Tools and Reports > Online Coaching for Improvement - Online PTL

This information does not create an express or implied contract of employment or any other contractual commitment. Walmart may modify this information at its sole discretion without notice, at any time, consistent with applicable law. Employment with Walmart is on an at-will basis, which means that either Walmart or the associate is free to terminate the employment relationship at any time for any or no reason, consistent with applicable law.

Last Modified:February 1, 2018

Tab 17


Basic Search

 Coaching Number

 Win Number

 Associate Name
[Find Associate](#)

Coachings

No results found - Consider refining your search or proceed.

ASSOCIATE PERFORMANCE
Active Coachings

No results found - Consider refining your search or proceed.

Saved Coachings

No results found - Consider refining your search or proceed.

Deleted Coachings

No results found - Consider refining your search or proceed.

Cancelled Coachings

No results found - Consider refining your search or proceed.

Expired Coachings

No results found - Consider refining your search or proceed.

Coachings with No Acknowledgements

No results found - Consider refining your search or proceed.

Tab 18

PLEASE BRING THIS FORM WITH YOU ON YOUR FIRST DAY

(b) (6), (b) (7)(C)

SSN:

Birth Date

(b) (6), (b) (7)(C)

(a) Initial

(b) (6), (b) (7)(C)

Name to appear on Name

Address

Ant 24

City

State

Zip Code

Primary Phone Number

County

~~Primary Contact~~

Name.

Address:

City/State

Zip Code

Phone Number

Secondary Contact (Optional)

Name _____

Address

City/State

Zip Code

Phone Number

THE ASSOCIATE AND WAL-MART STORES, INC. ACKNOWLEDGE THAT THIS FORM DOES NOT CREATE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OR ANY OTHER CONTRACTUAL COMMITMENT. EMPLOYMENT WITH WAL-MART IS ON AN AT-WILL BASIS, WHICH MEANS THAT EITHER WAL-MART OR THE ASSOCIATE IS FREE TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME FOR ANY OR NO REASON, CONSISTENT WITH APPLICABLE LAW.

**ASSOCIATES DO NOT WRITE ON THIS PAGE
TO BE COMPLETED BY THE PERSONNEL ASSOCIATE**

(b) (6), (b) (7)(C)

Associate Name: _____

SMART System only

Facility Number: 3731

Associate ID Number: _____

Hire Date: (b) (6), (b) (7)(C)

Associate Status: (b) (6), (b) (7)(C)

Division Number (b) (6), (b) (7)(C) (MM/DD/YY)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(FULL-TIME, PART-TIME, PEAK-

Depart. Number

Job Code

Pay Rate 19

(b) (6), (b) (7)(C)

Logistics T&A only

Marital Status (b) (6), (b) (7)(C)

Exemptions (b) (6), (b) (7)(C)

Facility No. _____

Hire Date: _____
(MM/DD/YY)

Badge No. _____

Shift Hours _____ Shift Differential _____

Scheduled Work Days _____

W/E Schedule Pay _____ Other Premium Pay _____

Account (Work Location) No. _____

Operations Code _____ Work Area Code _____

Job Function Code _____

Home Clock _____ Access Control _____

Associate Status _____

Schedule No. _____ Pay Rules _____

Pay Code _____ Pay Change _____

Work Class _____ Wage Class _____ Pay Rate _____

Base Rate _____

Withholding Tax Information. Use Associate Federal/State/Local Forms

License Information for OTR/Yard/City-Local Drivers and Managers

Non-Clerical Service Shop and Refurb Shop Associates

Driver's License State _____

Driver's License # _____

Driver's License Expiration Date _____

Physical Examination Due Date _____

(Only to be completed by CDL Licensed Driver)

Information in T&A _____

Driver Information in VDS _____

Date/Initials

Date/Initials

- ALCOHOL & DRUG FREE POLICY -

PLEASE BRING THIS FORM WITH YOU ON YOUR FIRST DAY

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF WALMART'S ALCOHOL AND DRUG FREE WORKPLACE POLICY

I have received and read a copy of the Notice of Wal-Mart Stores, Inc., Alcohol and Drug Free Workplace Policy ("policy"). I understand that drug/alcohol testing under the policy may consist of the taking of urine and/or blood samples or any other medically recognized test designed to detect traceable amounts of drugs/alcohol in the body. Any initial positive test result will be confirmed by the Gas Chromatography/Mass Spectrometry method.

I understand that if testing indicates the presence of illegal drugs or abuse of prescription drugs in my body at a detectable level, and there is no valid medical explanation approved by the Medical Review Officer, I will be terminated and will not be eligible for rehire, where allowed by law. I further understand that I may be tested for alcohol. Any associate testing at or above the equivalent of .04% blood alcohol content will be considered under the influence, and will be terminated and will not be eligible for rehire, where allowed by law.

I understand that, as permitted by state law, Walmart associates will be drug tested when being considered for promotion into management, when transferring to a safety sensitive position and when suspected of violating the Alcohol and Drug Free Workplace Policy. Walmart also conducts tests of certain associates when involved in an accident at work. I further understand that associates in certain positions, including Department of Transportation certified, safety-sensitive positions and Field Logistics, may be randomly drug screened. I understand that Walmart may also conduct drug tests of certain associates (typically Pharmacy and Asset Protection associates) who are at the time employed or working in a facility that experiences an unexplained shortage of a controlled substance ("drug diversion testing").

I understand that Walmart associates who refuse to submit to a required drug/alcohol screen, refuse to timely submit a specimen for testing, otherwise refuse to comply with testing requirements, or engage in conduct prohibited by the policy, will be terminated and will not be eligible for re-hire.

I hereby acknowledge receiving notice of the Alcohol and Drug Free Workplace Policy and procedures and that Walmart will use the results of any drug/alcohol test in determining my continued employment with this company. I understand this is not a contract for employment and that I remain "terminable at will" and free to resign at any time I wish.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

NEITHER THIS DOCUMENT NOR ANY INFORMATION REFERRED TO HEREIN CREATE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OR ANY OTHER CONTRACTUAL COMMITMENT, AND WALMART MAY MODIFY SUCH INFORMATION AT ITS SOLE DISCRETION WITHOUT NOTICE, AT ANY TIME, CONSISTENT WITH APPLICABLE LAW.

Updated:
12.29.2016

WELCOME TO WALMART

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

- CHECKLIST -

EMPLOYMENT PAPERWORK

- ☒ Associate Information Form
- ☒ Alcohol and Drug Free Workplace Policy
- ☒ EEO Information Form
- ☒ W-4 Form/Document (completed online)
- ☒ Employment Eligibility Form: I-9 (if applicable)
- ☒ WOTC Screening (completed online)
- ☒ Minor School Information (if applicable)
- ☒ State Tax Credit Form (if applicable)
- ☒ Other State Specific Forms (if applicable)

WELCOME

Meet the Management Team

- ☒ My Walmart Story from the Personnel Coordinator & Store Manager
- ☒ Meet the Management
- ☒ We Care Message
- ☒ Expectations & Open Door

Vest and Badge Ceremony

- ☒ Presented Vest & Badge
- ☒ Learn the Walmart Cheer

Store Tour

- ☒ The Backroom
- ☒ Pick-Up Area
- ☒ Entertainment
- ☒ Salesfloor
- ☒ Pharmacy
- ☒ Auto Care Center
- ☒ Hardware & Sporting Goods
- ☒ Grocery
- ☒ Front End

ORIENTATION

Who We Are

- ☒ Our Purpose
- ☒ Core Values & Behaviors

Customer Service

- ☒ 10 Foot Rule
- ☒ Customer Service Model (Greet, Help, Thank)

My First Five Days

- ☒ Job Function & Compliance Training (Pathway or GLMS)
- ☒ Dress Code
- ☒ Clothing, Shoes, & Vest
- ☒ Scheduling
 - Based on customer and your availability
 - Rest break and meal periods

- ☒ How to use the Time Clock
- ☒ Attendance, Punctuality, & Occurrence
 - How to report an absence
 - When you should call in
 - Understanding occurrences
- ☒ Pay Day & Paid Time Off
 - Receiving and viewing your paycheck
- ☒ Safety & Security
 - Emergency Codes
 - Managing a Spill
 - Team Lift
 - Security Awareness (AP-09)

My First 90 Days

- ☒ Retail Training (Pathways)
- ☒ Benefits (Life-Long Learning, Insurance, Discount Card)

TOUCHPOINTS / FOLLOW-UP

- ☒ 14 Day - Asset Protection Tour (People, Merchandise, Facility)
- ☒ 30 Day - Store Manager Follow-Up (Ethics, Labor, Career Discussion)



Associate True Availability Form

Dear Associate,

At Walmart, we strive to provide flexibility while ensuring we have our associates in the right place at the right time to take care of our customers. Changing your availability could impact the number of hours assigned to you. Reducing or

(b) (6), (b) (7)(C) are available to work may impact the hours you receive.

(b) (6), (b) (7)(C)

3731

Facility#

True Availability:

Your True Availability represents the hours you are available to work. Your scheduled shifts will fall within your True Availability. To maximize the number of hours assigned to you, carefully consider your availability.

	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Start Time:	9:00 Am		10:00 Am	10:00 Am	10:00 Am	10:00 Am	Noon
Stop Time:	12:00 midnight		11:00 pm	11:00 pm	11:00 pm	12:00 midnight	8:00 pm

Weekly hours requested

Minimum: Maximum: 27 (Not to exceed 40-hrs.)

Daily hours requested

Minimum: 5 Maximum: 7

Split Availability: (Only applicable to stores on the new scheduling system)

Split availability can be used when you are not available during specific times of the day (example: available in the morning from 7am – 11am, and available in the evening from 4pm – 10pm). Each block of time must be a minimum of 4 hours. Only one shift per day will be auto-assigned.

	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Start Time:							
Stop Time:							
Start Time:							
Stop Time:							

Reoccurring events (examples: night class every other Thursday, military service duty)

Beginning Day	Time	Ending Day	Time	Exception (how often)	Date to Begin	End
---------------	------	------------	------	-----------------------	---------------	-----

(b) (6), (b) (7)(C)

Associate

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Manager Signature:

Date:

Manager: Your signature acknowledges that you have had a conversation with the associate about the possible impact on assigned hours due to any change in availability.

This form is not a guarantee of employment, a position, shift, or minimum number of hours.
This form supersedes previous forms. Maintain this form in the associate's personnel file.

(b) (6), (b) (7)(C)

Wal-Mart Stores, Inc.

Customer Service Scheduling Availability Associate

Dear Associate:

Thank you for your continued service with Wal-Mart. We strive to provide flexible hours for our Associates while ensuring excellent customer service. Wal-Mart recognizes that opportunities may arise that require an Associate to change their availability. We respect your request to do so. However, we want to remind you how our scheduling process works. We must ensure that we have trained Associates available when our customer traffic is heaviest. Wal-Mart tracks information about where and what time of day our customers are shopping. This aids management in scheduling Associates properly to assist our customers. Your open availability is important to this process. **Changing your availability could affect the number of hours you receive. If you have any questions, please see your facility manager.**

(b) (6), (b) (7)(C)

(Print Name)

(Social Security Number)

Please indicate the hours you ARE AVAILABLE to work. Changes to your availability must be approved by your facility manager.

Wal-Mart Store #	Is your store 24 hours? Please circle: Yes No (Shift times vary in 24 hr. facilities. Please see the Personnel Manager for shift times.)						
	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Store Shifts (extends slightly beyond store hours)							
Overnight Receiving Shifts							
Your availability: Start Time	08:00 AM	08:00 AM	08:00 AM	08:00 AM	08:00 AM	08:00 AM	08:00 AM
Stop Time	10:00 PM	10:00 PM	10:00 PM	10:00 PM	10:00 PM	10:00 PM	10:00 PM

Are you requesting a status change?

NO ☒ YES ☐ If YES, Part Time to Full Time (over 34 hours) _____ Full Time to Part Time (under 34 hours) _____

Weekly

Daily

Minimum hours requested weekly _____ Minimum hours requested daily _____
Maximum hours requested weekly _____ (not to exceed 40 hours) Maximum hours requested daily _____

Please indicate any reoccurring times you are not available to work. Some examples include night classes every other Thursday night, military service duty the 2nd weekend of every month, etc.

Beginning Day	Beginning Time	Ending Day	Ending Time	Exception (how often it occurs)	Date To Begin	End

You MUST be available for

(b) (6), (b) (7)(C)

Associate's Signature **KAREN**

Date (b) (6), (b) (7)(C) / 2018

Facility Manager's Signature

Date

This form is no guarantee of a shift or minimum number of hours.
This form supersedes the availability section contained on the application.

Maintain this form in the Associate's Personnel File

This position is responsible for assisting in the operation of a department. An individual in this position will be expected to perform additional job related responsibilities and duties throughout the facility as assigned and/or as necessary.

Essential Functions

An individual must be able to successfully perform the essential functions of this position with or without a reasonable accommodation.

Maintains area of responsibility in accordance with Company policies and procedures by properly handling claims and returns, zoning the area, arranging and organizing merchandise/supplies, identifying shrink and damages, and ensuring a safe work environment.

Provides Customer service by acknowledging the Customer, identifying Customer needs, assisting with purchasing decisions, locating merchandise, resolving Customer issues and concerns, and promoting products and services, while maintaining a safe shopping environment.

Operates equipment, such as cash registers and related tools, to process Customer purchases using appropriate procedures for different payment types and items sold.

Processes Customer transactions, operates register equipment, meets front-end performance goals, bags items for Customer, and places items in Customer cart while following all shrink and safety procedures.

Competencies

An individual must be proficient in each of the competencies listed below to successfully perform the responsibilities of this position.

Judgment: WMH - Uses policies, procedures, and/or guides to make good choices. Uses data and facts in order to make day-to-day decisions and involves others as needed. Recognizes what might be a problem and informs those who can correct it.

Point of Sale: WMH - Follows proper procedures to prevent shrink and follows applicable laws and regulations when selling items to customers. Assists customers with payment methods, return policies, and location of items when asked. Uses the cash register and completes customers sales in a timely manner. Reports complaints, shrink sales, and problems with products, services, and work areas.

Customer Centered: Cashier - Shows care and concern when serving our associates and customers. Asks questions in order to understand associate and customer needs. Uses policies and information in order to exceed associate and customer expectations. Finds and uses the right resources (people, products, tools) at the right time in order to resolve associate and customer requests.

Adaptability: Cashier - Adapts to changing work demands. Stays focused on own work when faced with change or difficulties. Stays open to and learns from feedback.

Execution and Results: Cashier - Ensures work is done correctly. Works on top priorities first. Makes a consistent effort to get results. Meets deadlines. Takes action in order to solve problems so work can be completed in a timely manner.

Front-End - Follows proper procedures to prevent shrink when monitoring, cleaning, and stocking the Front-End area. Keeps the Front-End area clean, monitors loss controls, and helps Customers find, purchase, and load items in a timely manner. Reports complaints, shrink issues, and problems with Front-End products, services, and work areas. Uses Front-End equipment and stocks supplies in correct ways.

Planning and Improvement: Plan for and Improve Work - Accepts responsibility and meets expectations for own work. Identifies steps needed in order to carry out work as required.

Influence and Communicate: Share Information - Listens to others and asks questions to learn about what is needed. Communicates the right information to associates and leaders when they need it. Communicates in a respectful and professional manner.

Ethics and Compliance: Perform to Ethical Standards - Follows company policies and procedures (for example, the Ten Foot Rule). Shows integrity and ethical behavior in all work situations. Reports ethical and compliance issues promptly.

Physical Activities

The following physical activities are necessary to perform one or more essential functions of this position.

Communicates effectively in person or by using telecommunications equipment.

Grasps, turns, and manipulates objects of varying size and weight, requiring fine motor skills and hand-eye coordination.

Visually verifies information, often in small print.

Reads information, often in small print.

Visually locates merchandise and other objects.

Reaches overhead and below the knees, including bending, twisting, pulling, and stooping.

Moves, lifts, carries, and places merchandise and supplies weighing up to 25 pounds without assistance.

Cashier

Signature

(b) (6), (b) (7)(C)

I have read and understand the essential functions for this position and certify that:

I have the ability to perform the essential functions of this position either with or without a reasonable accommodation.

I do not have the ability to perform the essential functions of this position either with or without a reasonable accommodation.

must be with certain weight

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Printed Name

Signature

Date

Job Description

Bakery Sales Associate

This position is responsible for assisting in the operation of a department. An individual in this position will be expected to perform additional job related responsibilities and duties throughout the facility as assigned and/or as necessary.

Essential Functions

An individual must be able to successfully perform the essential functions of this position with or without a reasonable accommodation.

Maintains the bakery area in accordance with company policies and procedures by properly handling claims and returns, zoning the area, arranging and organizing merchandise/supplies, identifying shrink and damages, and ensuring a safe work environment.

Maintains merchandise presentation by stocking and rotating merchandise, removing damaged or out-of-date goods, setting up, cleaning, and organizing product displays, signing and pricing merchandise appropriately, and securing fragile and high-shrink merchandise.

Provides customer service by acknowledging the customer, identifying customer needs, assisting with purchasing decisions, locating merchandise, resolving customer issues and concerns, and promoting products and services, while maintaining a safe shopping environment.

Receives and stocks merchandise/supplies from distribution centers and suppliers in the bakery area and organizes and maintains facility by following company procedures, utilizing equipment appropriately, merchandising, and completing and retaining required paperwork, logs, and other documentation.

Packages, labels, and prices bakery items, such as breads, pastries, donuts, and cakes, ensuring list of ingredients and sell-by dates are visible and accurate.

Prepares bakery department merchandise based on daily production needs by operating bakery equipment, following formulas and decorating and baking instructions, and properly wrapping, dating, labeling, and storing merchandise.

Follows company policies and procedures for preparing, handling, packaging, labeling, and storing food, operating and sanitizing food-related equipment, stocking and displaying/merchandising food products, and maintaining and cleaning the bakery department.

Competencies

An individual must be proficient in each of the competencies listed below to successfully perform the responsibilities of this position.

Execution and Results: WMH - Ensures work is done correctly. Works on top priorities first. Makes a consistent effort to get results. Meets deadlines. Takes action in order to solve problems so work can be completed in a timely manner.

Adaptability: WMH - Adapts to changing work demands. Stays focused on own work when faced with change or difficulties. Stays open to and learns from feedback.

Judgment: WMH - Uses policies, procedures, and/or guides to make good choices. Uses data and facts in order to make day-to-day decisions and involves others as needed. Recognizes what might be a problem and informs those who can correct it.

Customer Centered: WMH - Shows care and concern when serving our associates and customers. Asks questions in order to understand associate and customer needs. Uses policies and information in order to exceed associate and customer expectations. Finds and uses the right resources (people, products, tools) at the right time in order to resolve associate and customer requests.

Food: WMH - Handles, stores, cooks, and cleans food in safe and correct ways. Informs customers about food items when asked to do so. Prepares, takes, and fills orders for food items in a timely manner. Observes and reports complaints and problems with food products, services, and work areas. Uses food equipment and supplies in safe and correct ways, and cleans and logs them after each use.

Stocking/Receiving: WMH - Follows proper procedures to prevent theft and loss when stocking, receiving, maintaining, and securing goods. Receives, stages, and delivers goods to appropriate areas throughout the Facility in a timely manner. Reports complaints and problems with products, services, and conditions in the Stocking/Receiving area. Uses stocking/receiving supplies and equipment in safe and correct ways.

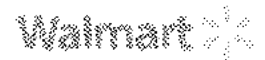
Inventory: Fresh - Handles, moves, and displays goods in safe and correct ways. Tracks goods, maintains in-stock levels, and controls shrinkage in a timely manner. Reports poor inventory practices and low in-stock levels in assigned area. Uses inventory tools and equipment in safe and correct ways.

Planning and Improvement: Plan for and Improve Work - Accepts responsibility and meets expectations for own work. Identifies steps needed in order to carry out work as required.

Influence and Communicate: Share Information - Listens to others and asks questions to learn about what is needed. Communicates the right information to associates and leaders when they need it. Communicates in a respectful and professional manner.

Ethics and Compliance: Perform to Ethical Standards - Follows company policies and procedures (for example, the Ten Foot Rule). Shows integrity and ethical behavior in all work situations. Reports ethical and compliance issues promptly.

Job Description



Bakery Sales Associate

Physical Activities

The following physical activities are necessary to perform one or more essential functions of this position.

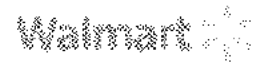
- Observes associate, customer, or supplier behavior.
- Enters and locates information on computer.
- Moves up and down a ladder.
- Moves up and down stairs.
- Presents information to small or large groups and individuals.
- Communicates effectively in person or by using telecommunications equipment.
- Creates documents, reports, etc., using a writing instrument (such as a pencil or pen) or computer.
- Grasps, turns, and manipulates objects of varying size and weight, requiring fine motor skills and hand-eye coordination.
- Visually verifies information, often in small print.
- Safely operates motor vehicle or other large power equipment, requiring valid drivers license or certification as appropriate.
- Reads information, often in small print.
- Visually locates merchandise and other objects.
- Visually inspects equipment.
- Reaches overhead and below the knees, including bending, twisting, pulling, and stooping.
- Moves, lifts, carries, and places merchandise and supplies weighing up to 50 pounds without assistance.

Work Environment

Working in the following environment is necessary to perform one or more of the essential functions of this position.

- Moves through narrow, confined spaces such as stacks of merchandise or supplies, storage areas, and closets.
- May work with substances that require special handling.
- Works in areas requiring exposure to varying temperatures, extreme heat or cold, and/or wet, damp, or drafty conditions.
- Moves over sloping, uneven, or slippery surfaces.
- Works overnight and on varying shifts as required.

Job Description
Bakery Sales Associate



Signature

(b) (6), (b) (7)(C)

I have read and understand the essential functions for this position and certify that:

I have the ability to perform the essential functions of this position either with or without a reasonable accommodation.

I do not have the ability to perform the essential functions of this position either with or without reasonable accommodation.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Printed Name

Signature

(b) (6), (b) (7)(C)

1/7

Date

Job Offer - Hourly

SSN# [REDACTED] First Name [REDACTED] MI [REDACTED] Last Name [REDACTED]

Requisition # [REDACTED] Facility 01-03731 City BERNALILLO State NM

Job Information: 1 [REDACTED] [REDACTED] [REDACTED]

Division # [REDACTED] Department # [REDACTED] Job Code [REDACTED] Job Title [REDACTED]

Current Pay Structure	4 Level	Position Status	[REDACTED]
Current Position Equivalency	3	New pay Structure	4 Level
Current Pay Grade	A	New Position Equivalency	3
Current Pay Rate	\$10.00	New Pay Grade	3
		New Base Pay	\$10.00
		Base Pay Rate	\$10.00
		New Additional Pay	\$0.00
		New Pay Rate	\$10.00
		Position Start Date	02/03/2018
		Movement Type	LATERAL

Summarized within are some of the benefits for which you are eligible as an Associate. Items referenced in this document may be subject to change if the governing policy, plan, process and/or practice changes after the employment effective date.

Your schedule and number of hours scheduled will be determined by your availability and the needs of the business.

Note: Your rate of pay is determined by the position equivalency and the job code of the position offered. If in the future, if you move to another position (whether voluntary or involuntary), the new rate of pay will be determined by the position equivalency and job code of the new position. Overnight differentials and market differentials are determined by job code, and therefore will be added or removed from the total rate of pay when applicable. Seasonal differentials are a temporary increase to base pay, and only extend through an eligible time period or to eligible positions as the business defines. The seasonal differential amount will be removed from base pay at the end of the time period, if an associate moves to an ineligible position or location, or as business needs dictate.

The rate of pay provided has been calculated in accordance with the Field Hourly Associate Pay Plan in effect at the time this Job Offer was created. The Field Hourly Associate Pay Plan is subject to revision at any time. Therefore, rate of pay may be modified prior to the effective date of this Job Offer. Refer to the Field Hourly Associate Pay Plan on The WIRE for additional information regarding rate of pay.

By accepting this offer:

- Position equivalency positions and above will be removed from your Current Career Interests and placed in your Future Career Goals.
- Positions lower than a position equivalency will be removed.

Updating Your Career Preferences:

- You may update your Future Career Goals anytime.
- You may update your Current Career Interests when you meet the minimum qualifications for position equivalency positions and above.
- You may update your Current Career Interests with positions less than a position equivalency at anytime and minimum qualifications will not apply.

Contingencies Applicable to this Job Offer:

Neither the offer of this position nor the Job Description relating to this position creates an express or implied contract of employment or any other contractual commitment. Wal-Mart may modify this position, including, but not limited to, the duties, schedule, or pay rate for this position, or modify this job description, at its sole discretion, without notice, at any time consistent with applicable law. The name of your employer is Walmart, Inc.; Address: 702 S.W. 8th Street, Bentonville, AR; Phone: 479-273-4000.

Candidate Last Name: (b) (6), (b) (7)

Approved

Interview Scheduled Date: (b) (6), (b) (7)(C)-2017

Interview Scheduled Time: 9:30 am

Form creation details

Date added: (b) (6), (b) (7)(C)-2017

Added by: Manager, Automation ()

EMAIL

DOB

SSN

Vest Size Small

NAME on BADO

(b) (6), (b) (7)(C)

View Form



Candidate Form: USFH - Offer Details Form - Hiring Team - (b) (6), (b) (7)(C) : (b) (6), (b) (7)(C)



Candidate Information



Candidate First
Name:

(b) (6), (b) (7)

Candidate Last
Name:

(b) (6), (b) (7)

Candidate
Address Line
1:

(b) (6), (b) (7)

Candidate
Address Line
2:

Candidate Zip
Code:

(b) (6), (b) (7)(C)

Candidate City:

(b) (6), (b) (7)(C)

Candidate
Type:
External

Candidate
State:

(b) (6), (b) (7)(C)

Position Information



Requisition Number:
(b) (6), (b) (7)(C)

Position Name:
(b) (6), (b) (7)(C)

Date of Offer:
(b) (6), (b) (7)(C)

Anticipated Start Date:
(b) (6), (b) (7)(C)

Work Location:

03731

Work Address:

460 NM HIGHWAY #528

Job Description:

Wal-Mart Stores, Inc. (NYSE: WMT) serves customers and members more than 208 million times per week at more than 8,600 retail units under 59 different banners in 15 countries. With fiscal year 2010 sales of \$405 billion, Wal-Mart employs more than 2 million associates worldwide.



Hiring Manager:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Compensation



Proposed

Hourly Rate:

9.00

Work Credit

Amount:

0.00

Total Comp:

9.00

Seasonal

Differential:

0.00

Overnight

Differential:

0.00

Temporary

0.00

Differential:

0.00

Shift

Differential:

0.00

Work

Experience

Eligibility:

0.00

Market

Differential:

0.00

Merit Increase:

0.00

Certificates and

Licenses

Differential:

0.00

Membership

Differential:

0.00



Job Description HTML:

(b) (6), (b) (7)(C)

Form creation details



Date added: (b) (6), (b) (7)(C)

Added by: (b) (6), (b) (7)(C)

Add Form



Candidate Form: USFH - Interview Results - (b) (6), (b) (7)(C) 

Fields marked in asterisk (*) are required

WMUS Store Onsite, Band A [PPG 1-3] Productivity

*Candidate First

Name:

(b) (6), (b) (7)

*Candidate Last Name:

(b) (6), (b) (7)

*Interviewer(s) Name:

(b) (6), (b) (7)(C)

*Has this hiring
manager been
certified?:

Yes

*Date of Interview:

(b) (6), (b) (7)(C)

*Interview Results

Form:

Walman Band A - Pro...

Instructions -DO NOT take any notes at any time during the interview.

1. Utilize one form per candidate. Familiarize yourself with the scenarios below before beginning the interview. Select the appropriate scenario based on the position interviewing.

2. Review: Discuss the job functions with the candidate. Use relevant examples of tasks and provide the typical hours of the position. Evaluate the candidate's availability.
3. Culture Talk: Share your personal Walmart success story and discuss key components of Walmart Culture.
4. Circle only your final rating based on the candidate's response.

Customer/Member Centered: Serve the Customer/Member

Shows care and concern when serving our Associates and Customers/Members. Asks questions in order to understand Associate and Customer/Member needs. Uses policies and information in order to exceed Associate and Customer/Member expectations. Finds and uses the right resources (people, products, tools) at the right time in order to resolve Associate and Customer/Member requests.

Non-Customer Facing Scenario

Outstanding service to our Walmart customers is extremely important. The following is a situation you may find yourself in while on the job.

- You are coming to the end of your shift and you have not completed sorting the merchandise you were assigned, which is needed for our customers. How would you complete your task so our customers' needs are met?
- You are completing a task and a fellow associate approaches you for help completing a task they were assigned. How would you handle the situation?

If needed, use the following probe questions:

- Why would you take that approach?
- What resources would you use?
- Who would you involve?

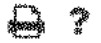
*Please select the appropriate value for the

(b) (6), (b) (7)(C) indicates score(s).

Competitive

Non-Competitive

Add Form



Candidate Form: USFH - Interview Results - (b) (6), (b) (7)(C)

Fields marked in asterisk (*) are required

WMUS Store Onsite, Band B [FPG 4&5]

*Candidate First

Name:

*Candidate Last

Name:

*Interviewer(s)

Name:

*Has this hiring
manager been
certified?:

*Date of Interview:

*Interview Results

Form:

Instructions - DO NOT take any notes at any time during the interview.

1. Utilize one form per candidate. Familiarize yourself with the competencies below before beginning the interview.
2. Review: Discuss the job functions with the candidate. Use relevant examples of tasks and provide the typical hours of the position. Evaluate the candidate's availability.
3. Culture Talk: Share your personal Walmart success story and discuss key components of Walmart Culture.
4. Ask one question per competency. Ask the same questions of every candidate in a pool. The two scores selected will be averaged for a final interview score.
5. **Circle only your final rating based on the candidate's response.**

Judgment: Make Effective Choices

Uses policies, procedures, and/or guides to make good choices. Uses data and facts in order to make day-to-day decisions and involves others as needed. Recognizes what might be a problem and informs those who can correct it

- ① As you begin your shift you realize you do not have all of the resources or tools necessary to complete your tasks. How would you handle this situation?

If needed, use the following probe questions:

- Why would you take that approach? Who would you involve, if anyone? What outcome would you expect?

OR ask another associate for help

- ② You are completing tasks when a customer approaches asking a question you do not know the answer to. How would you handle this situation?

If needed, use the following probe questions:

- What resources would you use? What information or assistance would you offer? What outcome would you expect?

ask another associate for help.

Execution and Results: Get Results

Ensures work is done correctly. Works on top priorities first. Makes a consistent effort to get results. Meets deadlines. Takes action in order to solve problems so work can be completed in a timely manner.

- ③ At the beginning of your shift you are provided a list of tasks by your supervisor that must be completed before your shift ends. How do you ensure your tasks are completed correctly and on time?

If needed, use the following probe questions:

- What challenges do you think you would face, and how would you overcome them? What outcome would you expect?

OR Re-check work and have another associate to check out work
Work at a fast pace.

2. While working a task provided by your supervisor, you are pulled away to complete another task. Once

you return to your original task, you realize you will not get it completed before your shift ends. What steps do you take to ensure it gets done?

If needed, use the following probe questions:

- Who would you involve, if anyone? What outcome would you expect?

Ask another someone for help, move at faster pace, and stay till the job is done.

*Please select the appropriate value for the candidates score.:




Competitive



Non-Competitive

View Form



Candidate Form: USFH - PreScreen Form - (b) (6), (b) (7)(C): (b) (6), (b) (7)(C) 

Pre-Screen Form



Prior to contacting the candidate and conducting this prescreen conversation open the OBW-People Prescreen Script by clicking [here](#)

The pre-screen form process is to determine top candidates to schedule for an interview by discussing with the candidate the following:

Req ID: (b) (6), (b) (7)(C)

Job Title: (b) (6), (b) (7)(C)

Candidate Information



First Name: (b) (6), (b) (7)

City:

Last Name: (b) (6), (b) (7)

State:

Email Address:

Zip:

Phone Number:

Candidate Assessment Scores



Retail Associate Assessment (RAA)

Supervisor Employment Assessment (SEA)

Customer Service 1 - Excellent Fit

Assessment Color

Band:

Productivity 1 - Excellent Fit

Assessment Color

Band:

Rehire Details



Note: This may change if the applicant is rehired and occurrences are older than 6 months.

Win:

Attendance

occurrences at time of
last termination:

Date of Employment

Start Date:

Termination Code:

Date of Employment End

Date:

Termination Description:

Job Interest



Role: Hourly

Category Indicated On Application: **Backroom/Stockroom/Receiving**

Career opportunities in these inventory management areas include: General Merchandise/Grocery Stocker or Unloader (including overnight roles), Claims, Set-up and Remodel and Online Shopping Order Filler

Fresh Food

Career opportunities in this area include: Bakery, Deli, Meat, Produce and Cake Decorator

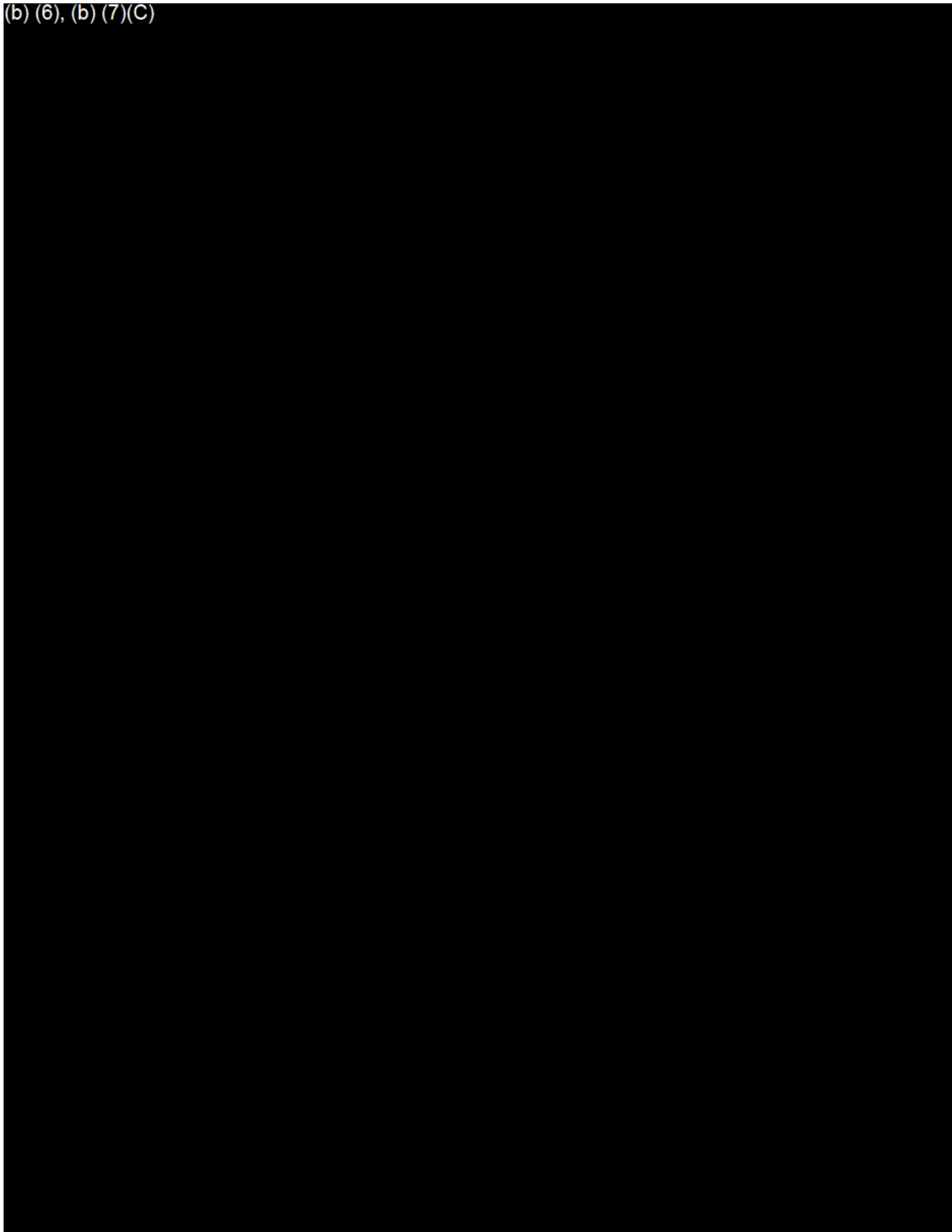
Work History



Review employment history for last five years with the candidate; have them talk you through it. Discuss any gaps in employment that are not easily explained.

- If they have other interests or are a better fit for another role (determined during prep for job preview call), ask them to update their application or availability, if applicable.

(b) (6), (b) (7)(C)



Availability



"What is the ideal amount of hours you would like to work in a week?"

- If they have other interests or are a better fit for another role (determined during prep for job preview call), ask them to update their application or availability, if applicable.
- If a candidate with open availability meets all other criteria, have a realistic conversation about the hours that are available and shift they might typically work. This will ensure that expectations are clear up front of what hours they would be scheduled to work.
- If a candidate "settles" for a shift or job that they are not particularly interested in chances are they will move from that job or the company quickly, increasing turnover.

Are you available to work Sundays?: Yes

Sunday Start: 8:00 AM

Sunday End: 10:00 PM

Are you available to work Mondays?: Yes

Monday Start: 8:00 AM

Monday End: 10:00 PM

Are you available to work Tuesdays?: Yes

Tuesday Start: 8:00 AM

Tuesday End: 10:00 PM

Are you available to work Wednesdays?: Yes

Wednesday Start: 8:00 AM

Wednesday End: 10:00 PM

Are you available to work Thursdays?: Yes

Thursday Start: 8:00 AM

Thursday End: 10:00 PM

Are you available to work Fridays?: Yes

8:00 AM ~
10:00 PM

Friday Start: 8:00 AM

Friday End: 3:00 PM

LATER?

Are you available to work Saturdays?: Yes

8:00 AM ~
10:00 PM

Saturday Start: 8:00 AM

Saturday End: 4:00 PM

LATER?

Schedule Interview

Do you want to schedule an interview?: Yes

Interview Schedule Information

Candidate First Name (b) (6), (b) (7)(C)

HR

applying online today

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Ability Summary: Ability to be a delivery driver in a safe manner, use of the work track phone to look at

Products to be delivered and scan products on the phone, keep track of the amount of products.

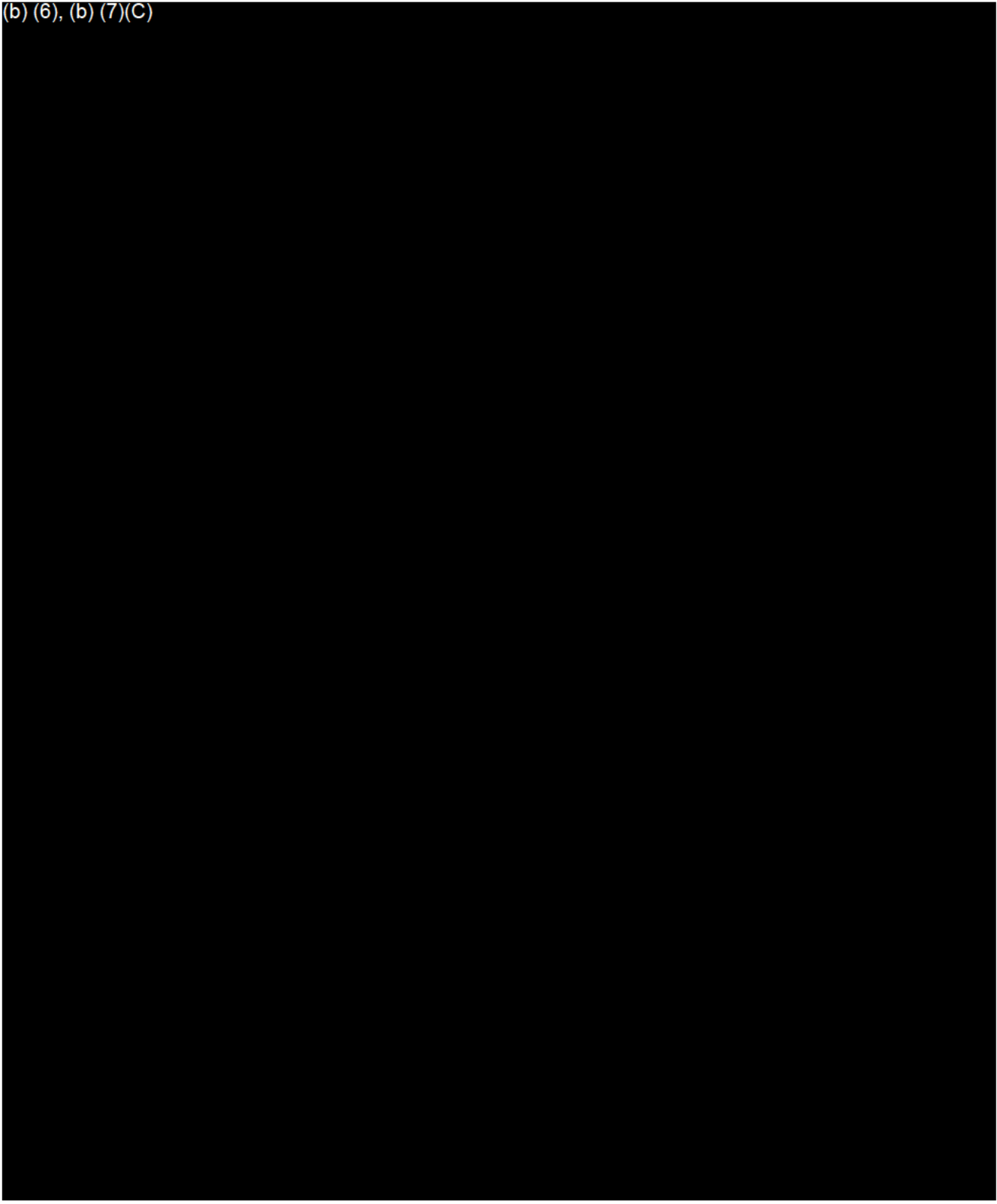
I have a CDL B, experienced with straight trucks, U Haul trucks pulling trailers behind them, Ryder trucks, Diesel trucks, used dolly's.

Filing and destroyer records, stamp envelopes, type 30 + words a minute, Healthcare and Medical for 19 years. I had at one time two of my own businesses in the 90's, managed the business, ran the businesses, record keeping, bookkeeping.

Employment History:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



Education: (b) (6), (b) (7)(C)

CNM

CNM

(b) (6), (b) (7)(C)

Licenses and Certificates:

(b) (6), (b) (7)(C)

References Available on Request:

(b) (6), (b) (7)(C)

Steven D. Wheelless
602 257 5234
swheelless@step toe.com

Alan Bayless Feldman
602 257 5254
afeldman@step toe.com

201 East Washington Street
Suite 1600
Phoenix, AZ 85004-2382
602 257 5200 main
602 257 5299 fax
www.step toe.com



August 6, 2018

VIA E-FILE AND E-MAIL

Katherine Leung, Field Attorney
National Labor Relations Board, Region 28
PO Box 244
Albuquerque, NM 87103-0244

RE: WALMART: First Amended Charge No. 28-CA-217718

Dear Ms. Leung:

Walmart Stores, Inc. appreciates the opportunity to respond to (b) (6), (b) (7)(C) June 29, 2018 First Amended Charge as supplemented by your July 26 correspondence. In (b) (6), (b) (7)(C) First Amended Charge, (b) (6), (b) (7)(C) re-alleges that, during a meeting with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) 2018, (b) (6), (b) (7)(C) unlawfully interrogated (b) (6), (b) (7)(C) about alleged protected concerted activities, threatened (b) (6), (b) (7)(C) with discipline for discussing terms and conditions of employment, and told (b) (6), (b) (7)(C) that discussions of terms and conditions of employment or seeking assistance from state or federal agencies would be futile.

(b) (6), (b) (7)(C) now adds new allegations regarding creating the impression of surveillance and promulgating overly broad and discriminatory rules and directives. Based on your July 26 supplemental correspondence and our follow-up conversations, you indicated that those allegations are based on a single conversation alleged to have occurred in (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) 2018 between (b) (6), (b) (7)(C) and an unnamed associate, in which (b) (6), (b) (7)(C) allegedly: (1) threatened the associate with unspecified reprisals for assisting (b) (6), (b) (7)(C) to contact the Walmart Ethics Hotline; (2) gave the associate the impression that (b) (6), (b) (7)(C) was surveilling the associate's protected concerted activities (i.e., the assistance to (b) (6), (b) (7)(C)); (3) issued an unlawful directive to the associate not to assist other associates in contacting the Ethics Hotline; and (4) issued an unlawful directive to the associate not to answer questions from other associates about wages, hours, and working conditions, and not to discuss wages, hours, and working conditions.

As detailed in its May 3, 2018 Position Statement, which Walmart incorporates by reference here as though set forth in full, (b) (6), (b) (7)(C) re-alleged interrogation, threats of discipline, and futility allegations have no merit. Similarly, (b) (6), (b) (7)(C) new allegations fail. First, those allegations are time-barred under Section 10(b). Second, (b) (6), (b) (7)(C) did not threaten unspecified reprisals, but merely reminded a managerial associate about also trying to resolve associate concerns directly and immediately under the Open Door process. Third, (b) (6), (b) (7)(C) did not create any unlawful impression of surveillance because (b) (6), (b) (7)(C) told the managerial associate that another associate brought the matter, which occurred openly in the workplace, to (b) (6), (b) (7)(C) attention. Fourth, (b) (6), (b) (7)(C) reminder to the managerial associate did not constitute an overly broad and

discriminatory rule or directive and, if it did, (b) (6), (b) (7)(C) had legitimate business justifications for reminding the managerial associate about the Open Door process.

After you review the analysis below, we trust you will agree that Walmart did not violate the Act as alleged.

I. FACTUAL BACKGROUND.

A. Walmart Addresses Associate Concerns Through Its Open Door Communications Policy.

Under its longstanding Open Door Communications Policy, Walmart “encourage[s] and expect[s] all associates to actively participate in making the company a better place to work and shop” and the “open door process offers each associate an opportunity to bring suggestions, observations, or concerns to the attention of any supervisor or manager without fear of retaliation.” Walmart “also welcome[s] early identification of opportunities and challenges and mutual resolution of complaints.” [Tab 1.]

As part of the Policy, Walmart encourages associates “to give your immediate supervisor the first opportunity to listen to, address, and resolve ideas, suggestions, or concerns[,]” but “[i]f you have a concern about your supervisor or if you believe your supervisor has not satisfactorily addressed or resolved an idea, suggestion, or concern, you may contact your next level of supervision. [Id.] The Policy further informs associates that if they have a concern or problem related to the Statement of Ethics they can call the Global Ethics Office or send an email to Ethics or Compliance. [Id.]

B. Walmart Addresses Ethics And Integrity Concerns Through The Global Ethics Helpline.

Walmart also provides associates the opportunity to contact the Global Ethics Helpline (often referred to as the Ethics Hotline) to raise ethics and integrity issues as noted in the Company’s Statement of Ethics. Walmart instructs associates that certain types of allegations must be immediately reported to Global Ethics, such as concerns relating to bribery, officer misconduct, fraud or theft greater than \$100,000, incorrect records and accounts, information system hacking, and global corporate brand reputation risks. [Tab 2, p. 9.] Associates may also call the Helpline regarding topics such as wage and hour records, discrimination and harassment prevention, inappropriate conduct, and conflict of interest (as well as any other concerns they may have). [Id., p. 17.]

As part of its Statement of Ethics, Walmart informs associates that “[t]he Open Door Communications process is the most direct way to voice any concern to a manager.” It also notes that “[i]f you believe your immediate manager is involved in the problem, discuss the issue with the next level of management who is not involved, use the Open Door Helpline . . . or use one of the other resources [such as contacting Global Ethics].” [Id., p. 8.]

The Ethics Helpline is staffed by an organization not affiliated with Walmart and associates may call anonymously. [Id.] Depending on the nature of the concern raised, the Helpline determines the appropriate level of Walmart management to investigate the ethics or integrity concern. If the concern relates more to a performance issue rather than to an ethics or

integrity issue, the Helpline may refer the associate back to his or her local management or market-level management to try and resolve the concern directly.

C. Walmart Trains Associates About The Open Door Communications Policy And Global Ethics Helpline Throughout Their Employment.

Associates first learn about Walmart's Open Door Communications Policy and the Ethics Helpline during orientation. At Store 3731, (b) (6), (b) (7)(C) specifically trains associates about the Open Door Communications Policy and encourages them to use it because managers at Store 3731 want to listen to and address any ideas, suggestions, or concerns they may have regarding their employment at the store.

(b) (6), (b) (7)(C) also describes Walmart's commitment to an ethical culture. (b) (6), (b) (7)(C) explains to associates that "We ask our associates to Act with Integrity: Be Honest, Fair, and Courageous" and that they can raise any ethical or integrity concerns to management or contact Global Ethics by email or phone. [Tab 3.] (b) (6), (b) (7)(C) even points to the poster on the Personnel Office wall that provides the information to associates on how to contact Global Ethics. [Tab 4.] (b) (6), (b) (7)(C) received training regarding those policies. [Tab 5.]

Similarly, (b) (6), (b) (7)(C) regularly encourages associates to use the Open Door process with (b) (6), (b) (7)(C) and the other managers at Store 3731. (b) (6), (b) (7)(C) specifically explains the Open Door process during orientation and lets associates know that they always can come to (b) (6), (b) (7)(C) or any other manager at any time to discuss any ideas, suggestions, or concerns they might have.

(b) (6), (b) (7)(C) also conducts meetings with associates about ethics and integrity issues. For example, in November 2017 through July 2018, (b) (6), (b) (7)(C) conducted monthly meetings with associates regarding Wage/Hour Records, Discrimination: Race, Sexual Harassment: Inappropriate Behavior, Sexual Harassment: Report Without Fear, and Conflict of Interest. [Tab 6.] (b) (6), (b) (7)(C) read from the Company-provided materials verbatim, which after discussing the particular ethics or integrity monthly topic, encourages associates to report any concerns to their manager or the Ethics Helpline. For example, after (b) (6), (b) (7)(C) provided the information about discrimination, (b) (6), (b) (7)(C) read to associates: "If you experience, observe or become aware of any conduct that may violate the policy, immediately report the violation to any salaried member of management. You may also anonymously contact Ethics at WalmartEthics.com or call 1-800-WMETHIC." [Tab 6.]

(b) (6), (b) (7)(C) herself, also calls the Ethics Helpline to report ethics or integrity issues raised by associates at (b) (6), (b) (7)(C) store. [Tab 7 (redacted for privacy/confidentiality).]

D. (b) (6), (b) (7)(C) Had Difficulty Performing (b) (6), (b) (7)(C) Duties In (b) (6), (b) (7)(C)

As explained in Walmart's previous Position Statement, on (b) (6), (b) (7)(C), 2017, Walmart hired (b) (6), (b) (7)(C) as a (b) (6), (b) (7)(C) Sales Associate in (b) (6), (b) (7)(C) at Store 3731 in Bernalillo, New Mexico. As a (b) (6), (b) (7)(C) Sales Associate, (b) (6), (b) (7)(C) duties included arranging, organizing, and stocking merchandise and supplies received from distribution centers and suppliers. (b) (6), (b) (7)(C) position also required (b) (6), (b) (7)(C) to use equipment, such as pallet jacks, in order to access, load, and unload merchandise and supplies for (b) (6), (b) (7)(C) department. On a regular basis, (b) (6), (b) (7)(C) needed to work in the (b) (6), (b) (7)(C) to perform those duties. Some of the essential functions of (b) (6), (b) (7)(C) position included reaching, bending, twisting, pulling, stooping, as well as, moving, lifting,

carrying, and placing merchandise and supplies weighing up to 50 pounds without assistance. (b) (6), (b) (7)(C) also spent a large amount of (b) (6), (b) (7)(C) time providing customer service in (b) (6), (b) (7)(C) that required (b) (6), (b) (7)(C) to regularly work on (b) (6), (b) (7)(C) feet. [See May 3, 2018 Position Statement at p. 2 and Tabs 1 and 2.]

Shortly after (b) (6), (b) (7)(C) hiring, as the busy sales season approached in (b) (6), (b) (7)(C) through (b) (6), (b) (7)(C) 2018, (b) (6), (b) (7)(C) complained to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) could not perform (b) (6), (b) (7)(C) duties in (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) happened to be nearby and talked with (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) concerns. (b) (6), (b) (7)(C) complained that (b) (6), (b) (7)(C) could not access merchandise in (b) (6), (b) (7)(C) freezer because there were too many pallets in the way of the merchandise. Because (b) (6), (b) (7)(C) was new to the store, (b) (6), (b) (7)(C) explained that during the holiday season the store gets very busy and that (b) (6), (b) (7)(C), as well as the backroom, fills up with merchandise. (b) (6), (b) (7)(C) reassured (b) (6), (b) (7)(C) that after the new year things slow down. (b) (6), (b) (7)(C) then told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would show (b) (6), (b) (7)(C) how to use a pallet jack so that (b) (6), (b) (7)(C) could move the pallets to access the merchandise (b) (6), (b) (7)(C) needed. (b) (6), (b) (7)(C) responded that (b) (6), (b) (7)(C) shouldn't have to move the pallets, that doing so was too much work, and that (b) (6), (b) (7)(C) works harder than the other associates in (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) then angrily walked away. As discussed in Walmart's May 3, 2018 Position Statement, as part of the Open Door process with (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) ultimately assisted (b) (6), (b) (7)(C) in transferring from (b) (6), (b) (7)(C) to become a (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) admittedly could not perform (b) (6), (b) (7)(C) duties in (b) (6), (b) (7)(C). [See May 3, 2018 Position Statement at pp. 2-3 and Tab 14.]

E. Around (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) 2017, (b) (6), (b) (7)(C) Reminded (b) (6), (b) (7)(C) About The Open Door Communications Policy And The Ethics Helpline.

In (b) (6), (b) (7)(C) 2017, (b) (6), (b) (7)(C) began working at Store 3731 as a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) after having recently served as an (b) (6), (b) (7)(C) at another store. [Tab 8.] As a (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) managed the Front End of the store and supervised the Cashiers, Cart Pushers, and Maintenance Associates. As part of (b) (6), (b) (7)(C) responsibilities, (b) (6), (b) (7)(C) "[s]upervise[d] Associates in the area of responsibility by assigning duties, communicating goals, providing feedback and follow-up, monitoring performance, teaching and supporting Company policies and procedures, ensuring compliance, and participating in the hiring, promotion, coaching, teaching, and evaluation of Associates." [Tab 9.]

Sometime during (b) (6), (b) (7)(C) through (b) (6), (b) (7)(C) 2017, an hourly associate approached (b) (6), (b) (7)(C) and voluntarily told (b) (6), (b) (7)(C) that the (b) (6), (b) (7)(C) overheard (b) (6), (b) (7)(C) assist another associate to contact the Ethics Hotline. (b) (6), (b) (7)(C) believed the associate told (b) (6), (b) (7)(C) because it may have appeared unusual that (b) (6), (b) (7)(C), who previously served as an (b) (6), (b) (7)(C) and currently served as a (b) (6), (b) (7)(C), would not first try to resolve the associate's concern (b) (6), (b) (7)(C) or refer the associate to speak with a higher-level manager as part of the Open Door process (which all associates are trained about). The associate did not identify who (b) (6), (b) (7)(C) spoke to and (b) (6), (b) (7)(C) did not ask. (b) (6), (b) (7)(C) thanked the associate and they both returned to their duties.

A few days later as (b) (6), (b) (7)(C) toured the store (b) (6), (b) (7)(C) saw (b) (6), (b) (7)(C) on the Front End and remembered the information that the associate volunteered to (b) (6), (b) (7)(C) a few days earlier. It was slow at the store and Sanchez stood alone on the sales floor. (b) (6), (b) (7)(C) approached (b) (6), (b) (7)(C) and pleasantly greeted him. (b) (6), (b) (7)(C) then explained to (b) (6), (b) (7)(C) that an associate brought it to (b) (6), (b) (7)(C) attention that the associate heard (b) (6), (b) (7)(C) assist another associate to contact the Ethics Hotline. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that

“it was fine” that (b) (6), (b) (7)(C) did so because associates are encouraged to call the Hotline. (b) (6), (b) (7)(C) then reminded (b) (6), (b) (7)(C) that, as managers at the store-level, they should see if they can resolve associates’ concerns immediately and more directly as a first step as part of the Open Door process, if possible. (b) (6), (b) (7)(C) agreed and said (b) (6), (b) (7)(C) understood. (b) (6), (b) (7)(C) thanked him and their brief conversation ended.

(b) (6), (b) (7)(C) never asked (b) (6), (b) (7)(C) who (b) (6), (b) (7)(C) had assisted with the Ethics Hotline and never threatened (b) (6), (b) (7)(C) with unspecified reprisals for doing so. (b) (6), (b) (7)(C) never told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) could not assist associates with contacting the Ethics Hotline, never told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) could not answer questions from other employees about wages, hours, and working conditions, and never told (b) (6), (b) (7)(C) that he could not discuss wages, hours, and working conditions.

(b) (6), (b) (7)(C) does not recall having any other single conversation with any other associate regarding the Ethics Hotline.

II. LEGAL ANALYSIS.

A. Section 10(b) Bars (b) (6), (b) (7)(C) New Allegations In (b) (6), (b) (7)(C) First Amended Charge.

As discussed above, (b) (6), (b) (7)(C) had a single, brief conversation with (b) (6), (b) (7)(C) about the Ethics Helpline sometime in (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C), but does not recall having any other conversation with an associate about the Ethics Helpline in “(b) (6), (b) (7)(C) or (b) (6), (b) (7)(C)” as alleged in the First Amended Charge.¹ Thus, because (b) (6), (b) (7)(C) filed (b) (6), (b) (7)(C) First Amended Charge on June 29, 2018 and (b) (6), (b) (7)(C) conversation with (b) (6), (b) (7)(C) occurred in (b) (6), (b) (7)(C) 2017, any allegations involving that conversation are time-barred based on Section 10(b)’s six-month limitation period. *See* 29 U.S.C. § 160(b) (“[N]o complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board and the service of a copy thereof upon the person against whom such charge is made.”). Moreover, to the extent that any alleged conversation took place before (b) (6), (b) (7)(C) 2017, the new allegations related to any such conversation are also barred under Section 10(b).²

¹ The Region would not provide the identity of the associate who (b) (6), (b) (7)(C) is alleged to have had the conversation with regarding the Ethics Helpline. Therefore, to the extent the alleged conversation did not involve (b) (6), (b) (7)(C), Walmart requests that the Region provide more details regarding the First Amended Charge allegations so that Walmart can more meaningfully respond.

² For the reasons stated above in Section I.E., (b) (6), (b) (7)(C) may qualify as a § 2(11) supervisor. In that event, to the extent that (b) (6), (b) (7)(C) new allegations in (b) (6), (b) (7)(C) First Amended Charge relate to (b) (6), (b) (7)(C) conversation with (b) (6), (b) (7)(C), those allegations fail as Section 7 does not apply to supervisors. “Protection under the Act is afforded to employees, not supervisors.” *Pontiac Osteopathic Hosp.*, 284 NLRB 442, 442 (1987).

B. (b) (6), (b) (7)(C) Did Not Unlawfully Threaten Associates With Unspecified Reprisals For Assisting Other Associates To Call The Ethics Helpline.

The test for determining whether an employer's statement is an impermissible threat is whether the statement can reasonably be interpreted under the totality of circumstances to predict an adverse consequence within the employer's control if the employee engages in protected activity. *Mediplex of Danbury*, 314 NLRB 470, 471 (1994). In deciding whether a remark is threatening in violation of Section 8(a)(1), the Board applies the objective standard of whether the remark would reasonably tend to interfere with the free exercise of employee Section 7 rights. *Joy Recovery Technology Corp.*, 320 NLRB 356, 365 (1995), *enfd.* 134 F.3d 1307 (7th Cir. 1998).

At no time during their brief conversation did (b) (6), (b) (7)(C) threaten (b) (6), (b) (7)(C) with unspecified reprisals for assisting an associate to contact the Ethics Helpline. Consistent with Walmart's policies and procedures, (b) (6), (b) (7)(C) first told (b) (6), (b) (7)(C) that it was fine that (b) (6), (b) (7)(C) assisted an associate to contact the Ethics Helpline. (b) (6), (b) (7)(C) then reminded (b) (6), (b) (7)(C) that, as managers, as a first step, they should try to resolve associate concerns directly and immediately under the Open Door process, if possible. As (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) well understands Walmart's strong practice to encourage associates to raise ideas and concerns through the various resources it provides, including the Ethics Helpline. Indeed, (b) (6), (b) (7)(C) regularly informs associates about ethical and integrity issues and encourages them to contact the Ethics Helpline. And (b) (6), (b) (7)(C), herself, contacts the Ethics Helpline to report associates' concerns. It is simply illogical to believe that (b) (6), (b) (7)(C) would threaten (b) (6), (b) (7)(C) (or anyone else) with unspecified reprisals for assisting an associate to contact the Ethics Helpline. *See In re Sodexo Marriot Servs., Inc.*, 335 NLRB 538, 547 (2001) (crediting manager's testimony based on context of meeting and previous labor relations training that she never stated during meeting that she knew who was for the union).

Moreover, having served as an (b) (6), (b) (7)(C), and at the time serving as a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) understood the importance of trying to resolve associate concerns directly and immediately under the Open Door process, if possible. As such, nothing (b) (6), (b) (7)(C) said to (b) (6), (b) (7)(C) could reasonably be interpreted to predict an adverse consequence towards (b) (6), (b) (7)(C) nor would it reasonably tend to interfere with the free exercise of (b) (6), (b) (7)(C) Section 7 rights (to the extent (b) (6), (b) (7)(C) possesses such rights).

C. (b) (6), (b) (7)(C) Did Not Give Associates An Impression Of Surveillance.

The test for determining whether an employer creates an impression of surveillance is whether the employee would reasonably assume from a supervisor's questions or statements that his or her protected activities had been placed under surveillance. *See Kathleen's Bakeshop, LLC*, 337 NLRB 1081, 1984,-85 (2002). The rationale for that rule is that employees should be free to participate in protected activity without fear that management is peering over their shoulders, taking note of who is involved in protected activities, and in what particular ways. *Id.* Where a manager's comment to an employee references the employee's open protected activity in the workplace, the manager does not create a fear of unlawful surveillance. *See Wal-Mart Stores, Inc.*, 350 NLRB 879, 882-883 (2007) (no surveillance or impression of surveillance where supervisor watched employee openly hand out union pens in work areas and sales floor "where employees could reasonably expect management officials to be present in the ordinary

course of business”).

Here, when (b) (6), (b) (7)(C) approached (b) (6), (b) (7)(C) to discuss (b) (6), (b) (7)(C) assisting an associate to contact the Ethics Helpline, (b) (6), (b) (7)(C) first explained to (b) (6), (b) (7)(C) that another associate brought it to (b) (6), (b) (7)(C) attention. Accordingly, based on (b) (6), (b) (7)(C) initial statement and (b) (6), (b) (7)(C), himself, knowing that (b) (6), (b) (7)(C) had discussed assisting an associate to contact the Ethics Helpline openly in the workplace, nothing (b) (6), (b) (7)(C) said would cause (b) (6), (b) (7)(C) (or anyone else) to reasonably assume that (b) (6), (b) (7)(C) gained that knowledge based on any unlawful surveillance of any protected activity. *See In re Curwood, Inc.*, 339 NLRB 1137, 1146-1147 (2003) (employer did not create unlawful impression of surveillance when it stated to employees that it had heard about concerns they had about healthcare and pension benefits based on information management received from employees because employees would not reasonably assume that the employer gained knowledge by unlawful surveillance of protected activities); *see also Frontier Telephone of Rochester, Inc.*, 344 NLRB 1270, 1276 (2005) (rejecting impression of surveillance claim where one employee told a supervisor about another employee’s union-oriented social media page and supervisor later commented on it to the union supporter; website did not include access control so union supporter could not reasonably assume that supervisor gained knowledge by unlawful spying).

D. (b) (6), (b) (7)(C) Did Not Issue Any Overly Broad And Discriminatory Rules And Directives.

(b) (6), (b) (7)(C) First Amended Complaint also newly alleges that Walmart promulgated overly broad and discriminatory rules and directives. Based on your July 26 supplemental correspondence and our follow-up conversations, you indicated that during the single conversation at issue, (b) (6), (b) (7)(C) is alleged to have issued unlawful directives to an associate not to assist other associates in contacting the Ethics Helpline, as well as not to answer questions from other associates about wages, hours, and working conditions, and not to discuss wages, hours, and working conditions. Notably, neither the First Amended Charge nor your July 26 supplemental correspondence alleges that Walmart maintains any unlawful written rule (it does not), but instead asserts that it is (b) (6), (b) (7)(C) alleged verbal comments during the single conversation that are unlawful.

As discussed above, (b) (6), (b) (7)(C) did not issue any such alleged unlawful directives to (b) (6), (b) (7)(C) during their brief conversation (nor has (b) (6), (b) (7)(C) issued any such directives to any other associates). Again, it is illogical and inconsistent to believe (b) (6), (b) (7)(C) would do so when (b) (6), (b) (7)(C) regularly instructs associates about how to contact the Ethics Helpline – and specifically did so during the (b) (6), (b) (7)(C) 2017 through (b) (6), (b) (7)(C) 2018 time period during (b) (6), (b) (7)(C) monthly meetings with associates about ethics and integrity topics.

Moreover, (b) (6), (b) (7)(C) reminder to (b) (6), (b) (7)(C) during their brief conversation lacks the defining characteristics of a “work rule.” *See, e.g., Flamingo Las Vegas Operating Co.*, 360 NLRB 243, 243 fn. 5 (2014) (statement directed solely to one employee and never repeated to any other employees did not constitute a work rule); *St. Mary's Hospital of Blue Springs*, 346 NLRB 776, 776-777 (2006) (supervisor’s comments reprimanding one employee could not reasonably be interpreted as establishing new work rule).

After first telling (b) (6), (b) (7)(C) that it was fine to assist an associate to contact the Ethics Helpline, (b) (6), (b) (7)(C) simply reminded (b) (6), (b) (7)(C) that, as management, they should first try to resolve